

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

ANDRE SIMS,

Plaintiff,

vs.

MIDLAND FUNDING, LLC and
GORDON, AYLWORTH, & TAMI, P.C.

Defendants.

NO. 2:20-cv-01230-TSZ

**DECLARATION OF JASON
ANDERSON IN SUPPORT OF MOTION
FOR PARTIAL SUMMARY
JUDGMENT**

Jason D. Anderson declares as follows:

1. I am the attorney for the Plaintiff and make this declaration of my own personal knowledge.
 2. Attached hereto as **Exhibit A** is a true and correct copy of the Complaint filed in King County District Court (inclusive of its one-page attachment), captioned *Midland Funding, LLC v. Andre Sims*, no. 19CIV15376KCX (hereafter, the “collection lawsuit”).
 3. Attached hereto as **Exhibit B** is a transcript provided by Defendant GAT in discovery of the November 20, 2019 phone call at issue in this case. The transcript appears to track the audio recording correctly, but I can submit the audio recording as well upon this

1 Court's request.

- 2 4. Attached hereto as **Exhibit C** is letter dated November 21, 2019 and provided to my
3 office in discovery by Defendants.
- 4 5. Attached hereto as **Exhibit D** is letter dated December 10, 2019 and provided to my
5 office in discovery by Defendants.
- 6 6. Attached hereto as **Exhibit E** is a true and correct copy of the motion for default
7 judgment, supporting declaration, and order of default judgment filed in *Midland*
8 *Funding, LLC v. Andre Sims*, no. 19CIV15376KCX.
- 9 7. Attached hereto as **Exhibit F** is a true and correct copy of the wage garnishment filed in
10 *Midland Funding, LLC v. Andre Sims*, no. 19CIV15376KCX.

11

12 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE
13 UNITED STATES AND THE STATE OF WASHINGTON THAT THE FOREGOING IS
14 TRUE AND CORRECT.

15 DATED this 4th day of March, 2021 at Seattle, Washington.

16 _____
17 /s/ Jason D. Anderson
Jason D. Anderson

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EXHIBIT A

10/31/2019 3:21:10 PM

19CIV15376KCX

King County District Court

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY SOUTH DIVISION - BURIEN COURTHOUSE

MIDLAND FUNDING, LLC,

Plaintiff,

vs.

Case No. _____

ANDRE SIMS,

Defendant.

COMPLAINT
(For Breach of Contract)

Plaintiff alleges:

BREACH OF CONTRACT

1.

Plaintiff is a limited liability company, which for good and valuable consideration purchased Defendant's Citibank, N.A./Sears credit account and contract and all of the associated rights thereunder.

2.

Plaintiff has satisfied the bonding requirements and is a duly licensed collection agency pursuant to RCW Chapter 19.16. A true copy of said license is attached hereto.

3.

Defendant, an individual residing in King County Washington, entered into a contract with Citibank, N.A./Sears for a credit account. The credit account was issued to Defendant under the account number *****3547.

4.

Citibank, N.A./Sears supplied the credit account to Defendant subject to an agreement to repay all amounts charged to the account plus all associated costs and fees.

5.

Defendant thereafter used the credit account and became indebted to Citibank, N.A./Sears.

6.

Citibank, N.A./Sears performed its obligations under the terms of the contract.

7.

Defendant breached the contract by failing to make payment(s) as agreed. As a result, Defendant's credit account was charged off for delinquency on August 19, 2018.

8.

As a result of Defendant's breach, Defendant is indebted to Plaintiff in the sum of \$3,455.13, which includes principal and interest. Plaintiff is also entitled to costs and disbursements. Plaintiff also seeks interest on the judgment total at the state statutory rate of 9% per annum from the date of judgment until paid.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. The sum of \$3,455.13, which includes principal and interest;
 2. Plaintiff's costs and disbursements incurred herein; and
 3. Interest on the judgment total at the rate of 9% per annum from the date of judgment until paid.

Dated this 28th day of October, 2019.

Gordon, Aylworth & Tami, P.C.

Peter A. Zielinski

- Matthew R. Aylworth, WSBA #37892
 Eleanor Tami, WSBA #45038
 Peter A. Zochowski, WSBA #54455
 Taylor K. Jennings, WSBA #55320
of Attorneys for Plaintiff

DETACH BEFORE POSTING



STATE OF
WASHINGTON

Limited Liability Company

BUSINESS LICENSE

MIDLAND FUNDING LLC
2365 NORTHSIDE DR, 3RD FLOOR
SAN DIEGO, CA 92108

OUT OF STATE COLLECTION AGENCY - NO FEE -
ACTIVE

Unified Business ID #: 602799069
Business ID #: 001
Location: 0001
Expires: Jan 31, 2020

TAX REGISTRATION - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

A handwritten signature in black ink that reads "Vicki Smith".

Director, Department of Revenue

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EXHIBIT B

Thank you for calling the debt collection law firm of Aylworth Tami P.C. Are you calling on behalf of yourself or someone else today?

Myself, and I was speaking to someone and we got disconnected.

Got ya. Sorry about that. I'll be happy to help you out here. Can I get your name, please?

Andre Sims.

Thank you. Can I get the last 4 of your social associated with the account?

8023.

Perfect. And what is your date of birth?

12/21/63.

Okay. And are we still getting mail at 2124 SW 308th Court and Federal Way?

Yes.

Okay, I just need to let you know this call may be monitored and recorded for quality assurance purposes. This communication is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose. Looks like we have your Citibank Sears account that is (inaudible). There is a balance of \$3,598.13 with \$143 which are court costs which have been incurred and may or may not be ordered by the court. And what can I do to help you out today?

So, yeah, I just wanted to call and find out if I can make some kind of payment arrangements to pay off this debt to resolve or at least move forward with this summons that I received.

Yeah, definitely. We'd be happy to set up either a monthly payment plan or a lump sum settlement, if that's something that you're interested in.

Yeah, I would like to go on a monthly payment plan.

Okay, got ya. What did you have in mind as far as monthly payments?

Uh, \$200 a month, starting December 1st.

December, okay. And any kind of payment that you'd be able to make for the month of November?

Uh, I could pay like \$55 or \$65.

Okay, got ya. And before I take your offer over to management for approval, they've got a couple of quick questions they want me to go through so they can understand your financial situation. The best number to reach you at, is that the number you're calling from, 1750?

Yes.

Okay, is that your cell phone?

Yes.

Okay. And we can leave messages for you at that number?

Uh, I don't have voicemail, but I can receive text though.

Okay, got ya. And do you have a good email address to keep on file as well?

Um, it's dr.andre_sims@ckbf.org.

That was dr.andre_sims@ckbf.org?

Yes.

Okay. Can we reach out to you by email if we don't reach you on the phone?

I'd much rather the phone only because I get so many emails every day, I'd hate to miss important, uh, I mean it's not that I can't receive emails, I just would prefer...

Okay, definitely. If there's any documents we need to send you we'll ask and see if you want to do an email copy just for expediency sake but we'll just give you a call if there's anything we need. Uh, are you currently working at all? What's your source of income?

Yeah, yeah, I'm currently working.

And where do you currently work at?

Christ the King Bible Fellowship.

Got ya. And are you working there full-time, part-time?

Full-time.

Okay. And what's your monthly take-home pay on average?

Gross or net?

Gross.

Uh, 5,000.

And are you paying rent or mortgage?

Mortgage. Mhm.

Okay. And how much is that payment?

\$2697.

Okay. And last question here is: who are you banking through, if anyone?

Uh, Bank of America.

Got ya. And do you mind if I place you on a brief hold so I can seek approval for your payment plan with my management here?

Sure.

Okay, give me just a sec and we'll be right back.

[Hold music]

Andre, are you still there?

Yes, I'm here.

Perfect. So I did speak with management and they did go ahead and approve the payment plan. And they're looking for the \$65 you're offering for the month of November, just as long as it's paid by the end of the month here. And then, starting in December, going forward, we'll be happy to set you up on \$200 a month.

Okay. How do I go about – I can just call this number again to pay the \$65

Yeah, definitely. You can either call in and pay with our automated phone system - that will let you use a credit card or debit card. If you want to pay with me I can take a routing number and a checking account number to set up a payment. I just can't do a card. Also, if you want to pay on our website, that's an option. Or you can mail in a payment. And there's no fees for any of our options.

Okay. Yeah, I'll just, uh, I'll just call back in with a debit card.

Okay, perfect. And I just want to let you know that this agreement will be set up as a stipulated judgment, which is a judgment that goes before the court system. It shows that we have an active payment plan in place. This also allows us to freeze the interest on your account, make it a little bit easier for you to get it paid off. So the only thing we need to do to get that agreement formalized is to have a signed copy of that filed with the court system. So we'll get that sent out to you. You just need to get it signed and sent back to our office. Our attorneys will then sign it as well and then we'll get it sent to the court system. And then you'll get a copy once it's filed.

Okay.

So just keep an eye out over the next week or so for that document. And just be sure to send it back, it will have a return envelope and everything.

Okay, perfect. Thank you.

Not a problem.

Oh, I have a question. So, the \$200 payment – will it be 30 days from the November payment or does it just need to be in the month of December. How...

Yeah, so I'm just going to set your due date for the last day for every month. So for November here, we're close to the 29th so be sure to get that in before the 27th. But, yeah, going forward in December and going forward, it will just be the last business day of the month, posted before then.

Okay, yeah. Thank you.

Yeah, not a problem. I'm pretty sure that takes care of everything on my end to get this agreement set up. We'll get that letter in the mail. Did you have any other questions or concerns for me today, sir?

No, no thank you. That will do it.

Perfect. Really quickly, before you go: you'll just need your account number in case you call back to make that first payment. Let me know when you're ready to write that down.

I'm ready.

Okay. It's 6011419346.

6011419346?

You got it.

Okay.

Perfect.

Thank you.

Any other questions or concerns I can answer for you?

No thank you.

Alright. I hope you have a great rest of your day, sir.

Okay. Bye bye.

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EXHIBIT C



**GORDON, AYLWORTH & TAMI, P.C.
ATTORNEYS AT LAW**

Attorneys and Jurisdictions

Daniel N. Gordon 1939-2019

Matthew R. Aylworth OR WA ID

Eleanor Tami OR WA ID

Peter A. Zochowski OR WA

Taylor K. Jennings OR

Andre Sims
2124 S.W 308th Ct.
Federal Way WA 98023

November 21, 2019

Re: Midland Funding, LLC v. Andre Sims
King County District Court Case No. 19CIV15376KCX

Dear Andre Sims:

Enclosed is a Stipulated Motion for Entry of Judgment and a proposed Stipulated Judgment in the above-referenced case. Please review the motion and judgment, and sign and date both of them where indicated. You may return them to my office in the envelope provided, by email to info@gatlawfirm.com, or by fax to 541-343-8059. Please note, the signed and dated Stipulated Judgment must be returned to this office no later than 10 days from the date of this letter or this agreement will be null and void. Please feel free to contact my office should you have any questions or concerns.

Thank you for your assistance in this matter.

Sincerely yours,
Gordon, Aylworth & Tami, P.C.

SJM
Encl.

This communication is from a debt collector.

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IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY SOUTH DIVISION - BURIEN COURTHOUSE

9 MIDLAND FUNDING, LLC,

10 Plaintiff,

11 vs.

13 ANDRE SIMS,

14 Defendant.

Case No. 19CIV15376KCX

**STIPULATED MOTION FOR
ENTRY OF JUDGMENT**

15 COMES NOW the undersigned parties, and move the court to enter the attached
16 judgment as stipulated by the parties.

17 IT IS SO STIPULATED.

19 Gordon, Aylworth & Tami, P.C.

21 Matthew R. Aylworth, WSBA #37892
22 Eleanor Tami, WSBA #45038
23 Peter A. Zochowski, WSBA #54455
of Attorneys for Plaintiff

Andre Sims
Defendant Pro Se

24 Dated: _____

Dated: _____

Gordon, Aylworth & Tami, P.C.
Attorneys at Law
4023 W 1st Ave / P.O. Box 22338
Eugene, OR 97402
Phone: (541) 342-2276 Fax: (541) 343-8059 Email: info@gatlawfirm.com

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7 IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
8 FOR KING COUNTY SOUTH DIVISION - BURIEN COURTHOUSE

9 MIDLAND FUNDING, LLC,

10 Plaintiff,

Case No. 19CIV15376KCX

11 vs.

12 **STIPULATED JUDGMENT**

13 ANDRE SIMS,

14 Defendant.

15 **MONEY AWARD**

16 NAME OF JUDGMENT CREDITOR

17 Midland Funding, LLC
c/o Gordon, Aylworth & Tami, P.C.
4023 W 1st Ave
P.O. Box 22338
Eugene, Oregon 97402
Phone: (541) 342-2276

18 NAME OF JUDGMENT CREDITOR'S ATTORNEY:

19 Gordon, Aylworth & Tami, P.C.
4023 W 1st Ave
P.O. Box 22338
Eugene, OR 97402
Phone: (541) 342-2276

20 NAME OF JUDGMENT DEBTOR:

21 Andre Sims
2124 S.W 308th Ct.
Federal Way WA 98023
DOB: **/**/1963
SS#: ***-**-8023
Driver's License: Unknown

22 NAME OF JUDGMENT DEBTOR'S ATTORNEY: N/A

23 No person or public body is entitled to any portion of a payment made on the judgment.

24 Page – 1 – Stipulated Judgment

25 Case No. 19CIV15376KCX

Gordon, Aylworth & Tami, P.C.
Attorneys at Law
4023 W 1st Ave / P.O. Box 22338
Eugene, OR 97402
Phone: (541) 342-2276 Fax: (541) 343-8059 Email: info@gatlawfirm.com

TOTAL AMOUNT OF JUDGMENT: \$5,618.13

Principal: \$3,455.13
Costs: \$163.00

Interest Information:

Balance on Which Interest Accrues: **\$3,455.13**
Date from Which Interest Accrues: **Date of judgment until paid**
Interest is simple at the rate of: **9% per annum**

Costs to bear interest at the rate of 9% per annum from the date of judgment until paid.

10 Based upon the stipulation of the Plaintiff and the Defendant herein and good
11 cause appearing that a money judgment should be entered against Defendant, now
12 therefore:

IT IS HEREBY ORDERED and ADJUDGED that the Plaintiff shall have and recover from Defendant the principal sum of \$3,455.13, costs incurred in pursuing this action in the amount of \$163.00; together with interest thereon at the state statutory rate of 9% per annum from the date of judgment until paid; **provided, however**, if Defendant pays to Plaintiff at the law firm of Gordon, Aylworth & Tami, P.C., P.O. Box 22338, Eugene, OR 97402, the sum of \$3,598.13 in installments payable as follows: \$65.00 down payment by November 29, 2019. Then in December 2019 payments of \$200.00 are due by the last business day of every month until paid; then this judgment shall be considered paid in full and Plaintiff will file a full satisfaction of judgment. Time is of the essence, and any late payment, regardless of when made, shall constitute grounds for Plaintiff to begin immediate execution on the full amount of this judgment as specified herein.

IT IS FURTHER ORDERED AND ADJUDGED that by signing this stipulated judgment Defendant waives any defects in service of the summons and complaint or lack of service thereof.

1
2 Notwithstanding any other provision of this Stipulated Judgment, Plaintiff shall not
3 execute on this judgment so long as Defendant Andre Sims maintains the payment
4 schedule set forth above.

5
6 Dated: _____
7

8 _____
9 District Court Judge

10
11 IT IS MOVED BY STIPULATION OF THE PARTIES THAT THE COURT ENTER THE
12 ABOVE JUDGMENT.

13 Gordon, Aylworth & Tami, P.C.
14

15
16 [] Matthew R. Aylworth, WSBA #37892
17 [] Eleanor Tami, WSBA #45038
18 [] Peter A. Zochowski, WSBA #54455
of Attorneys for Plaintiff

19 Andre Sims
Defendant Pro Se

20 Dated: _____

21 Dated: _____
22

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24 Gordon, Aylworth & Tami, P.C.
25 Attorneys at Law
26 4023 W 1st Ave / P.O. Box 22338
27 Eugene, OR 97402
28 Phone: (541) 342-2276 Fax: (541) 343-8059 Email: info@gatlawfirm.com

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EXHIBIT D



**GORDON, AYLWORTH & TAMI, P.C.
ATTORNEYS AT LAW**

Attorneys and Jurisdictions

Daniel N. Gordon 1939-2019
Matthew R. Aylworth OR WA ID
Eleanor Tami OR WA ID
Peter A. Zochowski OR WA
Taylor K. Jennings OR WA

Andre Sims
2124 S.W 308th Ct.
Federal Way, WA 98023

December 10, 2019

Re: Plaintiff: Midland Funding, LLC
Original Creditor: Citibank, N.A./Sears
Original Account Number: 5049941460953547
Our File #: 6011419346
Case Number: 19CIV15376KCX
Stipulation Balance: \$3,598.13

Dear Andre Sims:

This letter will confirm that this office has not received your scheduled 11/27/19 payment in the amount of \$65.00. Please contact our office to reschedule that payment to avoid being in default of your agreement.

The remaining balance on your Stipulated Judgment is \$3,598.13. So far, we have received \$0.00 in payments toward the agreed upon Stipulated Judgment balance.

As always, we can accept payments on our website www.gatlawfirm.com.

This letter is from a debt collector. This is an attempt to collect a debt and any information will be used for that purpose.

Sincerely yours,
Gordon, Aylworth & Tami, P.C.

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EXHIBIT E

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19CIV15376KCX

King County District Court

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY SOUTH DIVISION - BURIEN COURTHOUSE

MIDLAND FUNDING, LLC,

Plaintiff,

Case No. 19CIV15376KCX

vs.

MOTION FOR ENTRY OF DEFAULT
JUDGMENT

ANDRE SIMS,

Defendant(s).

COMES NOW the Plaintiff by and through its attorney, and moves the Court for the entry of a Default Judgment against the Defendant(s). The basis for venue in the action is the fact that in accordance with the Affidavit of Service, the Defendant(s) reside(s) or are employed within the jurisdictional district of the above-entitled court at 2124 S.W 308th Ct., Federal Way WA 98023. This Motion is based on the Declaration and Affidavit filed herewith.

DATED this 23 day of December, 2019, at Lane County, Oregon.

Gordon, Aylworth & Tami, P.C.

Eleanor Tami

[] Matthew R. Aylworth, WSBA #37892

Eleanor Tami, WSBA #45038

[] Peter A. Zochowski, WSBA #54455

[] Taylor K. Jennings, WSBA #55320

of Attorneys for Plaintiff

12/30/2019 3:59:39 PM

19CIV15376KCX

King County District Court

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY SOUTH DIVISION - BURIEN COURTHOUSE

MIDLAND FUNDING, LLC,

Plaintiff,

vs.

ANDRE SIMS,

Defendant(s).

Case No. 19CIV15376KCX

DECLARATION IN SUPPORT OF MOTION
FOR DEFAULT JUDGMENT

I, the undersigned attorney declare

I am the attorney for the Plaintiff herein. I make this declaration in support of the Motion for Default Judgment and Judgment filed herewith.

This case was filed on October 31, 2019.

On November 7, 2019, copies of the Summons and Complaint in the above-entitled matter were served upon Defendant Andre Sims. A Declaration of Service is on file and/or attached.

More than 20 days have elapsed since the Defendant(s) was served. The Defendant(s) has not filed an appearance and has not filed or served any pleading.

All documents establishing the Plaintiff's judgment are on file herein.

This is an action for breach of contract. Proof of Claim in the form of a credit card statement is attached hereto as Exhibit 1. Proof of assignment in the form of a Bill of Sale with account specific attachment is provided as Exhibit 2. The Account Level Terms and Conditions are included as Exhibit 3. Also attached is the Plaintiff's affidavit.

1 Plaintiff requests post-judgment interest at the statutory rate of 9% from the
2 date of judgment until paid. Plaintiff also seeks costs and disbursements incurred
3 herein, plus interest thereon at the state statutory rate of 9% per annum from the
4 date of judgment until paid. A Cost Bill is filed herewith.

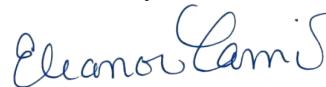
5 The Plaintiff has determined that the Defendant(s) are not a "Service Member"
6 as defined in Section 101(1), or in the Military Service as defined in Section 101(2),
7 of the Service Member's Civil Relief Act enacted December 19, 2003, and/or
8 a dependent of a service member. The Military Status Report is attached as Exhibit
9 4.

10 To the best knowledge and belief of the party seeking judgment, the party
11 against whom judgment is sought is not an infant or incompetent person.

12 **I declare under the penalty of perjury under the laws of the State of
13 Washington that the foregoing is true and correct.**

14 DATED this 23 day of December, 2019, at Lane County, Oregon.

15 Gordon, Aylworth & Tami, P.C.

16 
17

18 _____ [] Matthew R. Aylworth, WSBA #37892
19 _____ Eleanor Tami, WSBA #45038
20 _____ [] Peter A. Zochowski, WSBA #54455
of Attorneys for Plaintiff

12/30/2019 3:59:39 PM

19CIV15376KCX

King County District Court

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8 MIDLAND FUNDING, LLC,

vs. Plaintiff,

9 Case No. 19CIV15376KCX

10 ANDRE SIMS,

11 ORDER OF DEFAULT AND
12 JUDGMENT

13 Defendant(s).

14 **Judgment Summary**

15 **NAME OF JUDGMENT CREDITOR**

16 Midland Funding, Llc
17 c/o Gordon, Aylworth & Tami, P.C.
18 4023 W 1st Ave
P.O. Box 22338
Eugene, OR 97402

19 **NAME OF JUDGMENT CREDITOR'S ATTORNEY**

20 Gordon, Aylworth & Tami, P.C.
4023 W 1st Ave
21 P.O. Box 22338
Eugene, OR 97402

22 **NAME OF JUDGMENT DEBTOR**

23 Andre Sims
24 2124 S.W 308th Ct.
Federal Way WA 98023
DOB: **/**/1963
SS#: ***-**-8023

25 Driver's License State of Issuance and Number: Not Known

26 Defendant's Attorney: Not Known

27 Filing Fee: \$ 83.00
Service Fees: \$ 60.00
Court Costs: \$ 20.00
Total Costs: \$ 163.00

28 Principal: \$ 3,455.13
Total Judgment: \$ 3,618.13

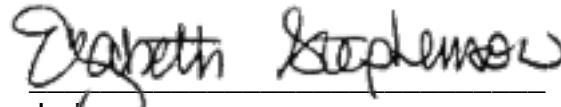
Interest will accrue at the rate of 9% per annum on this judgment.

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2 Order and Judgment
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4 THIS MATTER having come on regularly before the undersigned Judge of the
5 above-entitled court upon the plaintiff's motion and declaration for default and judgment
6 against above-named defendant(s), being duly advised in the premises, NOW,
7 THEREFORE,

8 IT IS ORDERED that the defendant(s) Andre Sims is found to be in default and a
9 judgment shall be entered for the principal balance of \$3,455.13, plus costs in the
10 amount of \$163.00. Defendant(s) is in default for a total of \$3,618.13. Interest will accrue
11 at the rate of 9% per annum on this judgment.

12 DATED: _____
13 02/06/2020

14 
15 _____
16 Judge

17 Submitted by:
18 Gordon, Aylworth & Tami, P.C.


- 19 Matthew R. Aylworth, WSBA #37892
20 Eleanor Tami, WSBA #45038
21 Peter A. Zochowski, WSBA #54455
22 Taylor K. Jennings, WSBA #55320
23 of Attorneys for Plaintiff

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EXHIBIT F

2/2/2013 10:41:30 AM

6/26/2020 9:48:14 AM

19CIV15376KCX

King County District Court

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IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY SOUTH DIVISION - BURien COURTHOUSE

11 | MIDLAND FUNDING, LLC,

Plaintiff.

Case No. 19CIV15376KCX

14 ANDRE SIMS.

**WRIT OF GARNISHMENT
CONTINUING LIEN ON EARNINGS
(60 days)
AND DECLARATION FOR
GARNISHMENT**

17 | CHRIST THE KING BIBLE FELLOWSHIP,

Garnishee Defendant.

This garnishment is based on a judgment or order for consumer debt.

20 THE STATE OF WASHINGTON, TO: Christ the King Bible Fellowship, Garnishee; and
21 to, Andre Sims Defendant;

22 The above-named Plaintiff has issued this Writ of Garnishment (constituting a
23 continuing lien on earnings) against you, claiming that the above named Defendant is
24 indebted to Plaintiff and that the amount to be held to satisfy that indebtedness is
25 3701.89, consisting of:

22 //

23 //

29 | //

**Page – 1 – Writ of Garnishment
Case No. 19CIV15376KCX**

Gordon, Aylworth & Tami, P.C.
Attorneys at Law
4023 W 1st Ave / P.O. Box 22338
Eugene, OR 97402
Phone: (541) 342-2276 Fax: (541) 343-8059
Email: info@qatlawfirm.com

1	Original Judgment Total	\$3618.13
2	Interest Accruing at a daily charge of	\$.89
3	Post Judgment Interest from February 6, 2020 to April 14, 2020	\$61.56
4	No interest accrued on this judgment from April 14 through May 14, 2020.	
5		
6	Less Payments on Judgment:	\$0.00
7	Total Prior Garnishment Costs	\$0.00
8	Total Post Judgment Costs	\$0.00
9	Total cost for Obtaining Lien	\$0.00
10	Current Garnishment Costs:	\$22.20
11	Consisting of:	
12	Filing Fee & Ex Parte Fee:	\$12.00
13	Certified Mail:	\$10.20
14		
15	Total Amount Owed:	\$3701.89

THIS IS A WRIT FOR A CONTINUING LIEN. THE GARNISHEE SHALL HOLD the nonexempt portion of the Defendant's earnings due at the time of service of this writ and shall also hold the Defendant's nonexempt earnings that accrue through the last payroll period ending on or before SIXTY (60) days after the date of service of this writ. **HOWEVER, IF THE GARNISHEE IS PRESENTLY HOLDING THE NONEXEMPT PORTION OF THE DEFENDANT'S EARNINGS UNDER A PREVIOUSLY SERVED WRIT FOR A CONTINUING LIEN, THE GARNISHEE SHALL HOLD UNDER THIS WRIT** only the Defendant's nonexempt earnings that accrue from the date the previously served writ or writs terminate and through the last payroll period ending on or before sixty (60) days after the date of the termination of the previous writ or writs. **IN EITHER CASE, THE GARNISHEE SHALL STOP WITHHOLDING WHEN THE SUM WITHHELD EQUALS THE AMOUNT STATED IN THIS WRIT OF GARNISHMENT.**

YOU ARE HEREBY COMMANDED, unless otherwise directed by the court or by this writ not to pay any debt, whether earnings subject to this garnishment or any other debt, owed to the defendant at the time this writ was served and not to deliver, sell, or transfer, or recognize any sale or transfer of, any personal property or effects of the defendant in your possession or control at the time when this writ was served. Any such payment, delivery, sale, or transfer is void to the extent necessary to satisfy the plaintiff's claim and costs for this writ with interest.

1 **YOU ARE FURTHER COMMANDED** to answer this writ by filling in the attached form
2 according to the instructions in this writ and in the answer forms and, within twenty days
3 after the service of the writ upon you, to mail or deliver the original of such answer to the
4 court, one copy to the plaintiff or the plaintiff's attorney, and one copy to the defendant at
the addresses listed at the bottom of the writ.

5 If, at the time this writ was served, you owed the defendant any earnings (that is, wages,
6 salary, commission, bonus, or other compensation for personal services or any periodic
7 payments pursuant to nongovernmental pension or retirement program), the defendant is
8 entitled to receive amounts that are exempt from garnishment under federal and state
9 law. You must pay the exempt amounts to the defendant on the day you would
10 customarily pay the compensation or other periodic payment. As more fully explained in
11 the answer, the basic exempt amount is the greater of seventy-five percent of disposable
12 earnings or a minimum amount determined by reference to the employee's pay period, to
13 be calculated as provided in the answer. However, if this writ carries a statement in the
14 heading of "**This garnishment is based on a judgment or order for consumer debt,**"
15 the basic exempt amount is the greater of eighty percent of disposable earnings, or thirty
16 five times the state minimum hourly wage

17 **IF THIS IS A WRIT FOR A CONTINUING LIEN ON EARNINGS, YOU MAY DEDUCT**
18 **A PROCESSING FEE FROM THE REMAINDER OF THE EMPLOYEE'S EARNINGS**
19 **AFTER WITHHOLDING UNDER THE GARNISHMENT ORDER, NOT TO EXCEED**
20 **TWENTY DOLLARS FOR THE FIRST DISBURSEMENT. YOU MAY DEDUCT THE**
21 **PROCESSING FEE OF TWENTY DOLLARS AT THE TIME YOU REMIT THE FIRST**
22 **ANSWER AND TEN DOLLARS AT THE TIME YOU SUBMIT THE SECOND**
23 **ANSWER.**

24 If you owe the defendant a debt payable in money in excess of the amount set forth in
25 the first paragraph of this writ, hold only the amount set forth in the first paragraph and
26 any processing fee if one is charged and release all additional funds or property to
27 defendant.

28 **IF YOU FAIL TO ANSWER THIS WRIT AS COMMANDED, A JUDGMENT MAY BE**
29 **ENTERED AGAINST YOU FOR THE FULL AMOUNT OF THE PLAINTIFF'S CLAIM**
30 **AGAINST THE DEFENDANT WITH ACCRUING INTEREST, ATTORNEY FEES, AND**
31 **COSTS WHETHER OR NOT YOU OWE ANYTHING TO THE DEFENDANT. IF YOU**
32 **PROPERLY ANSWER THIS WRIT, ANY JUDGMENT AGAINST YOU WILL NOT**
33 **EXCEED THE AMOUNT OF ANY NONEXEMPT DEBT OR THE VALUE OF ANY**
34 **NONEXEMPT PROPERTY OR EFFECTS IN YOUR POSSESSION OR CONTROL.**

35 //

36 //

37 **JUDGMENT MAY ALSO BE ENTERED AGAINST THE DEFENDANT FOR COSTS**
38 **AND FEES INCURRED BY THE PLAINTIFF.**

39 //

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6 **This Writ is issued by the undersigned attorney of record for Plaintiff under the**

7 **authority of Chapter 6.27 RCW and must be complied with in the same manner as**

8 **a writ issued by the clerk of the court.**

9 Dated: May 15, 2020.

10

11 Gordon, Aylworth & Tami, P.C.

12 

13

14 _____
15 Matthew R. Aylworth, WSBA #37892
16 Eleanor Tami, WSBA #45038
17 Taylor K. Jennings, WSBA #55320
18 Of Attorneys for Plaintiff
PO Box 22338
Eugene, OR 97402

19 Employee name: Andre Sims
20 Address: 2124 SW 308th Ct, Federal Way WA 98023
Social Security No. ***-**-8023

21 Court Address:
22 King County District Court
23 601 S.W. 149th St.
24 Burien, WA 98166

25

26

27

28 Gordon, Aylworth & Tami, P.C.

Attorneys at Law

4023 W 1st Ave / P.O. Box 22338

Eugene, OR 97402

Phone: (541) 342-2276 Fax: (541) 343-8059

Email: info@gatlawfirm.com

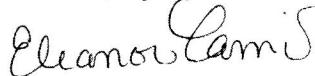
1
2
3 **DECLARATION FOR GARNISHMENT**
4

5 Plaintiff holds an unsatisfied Judgment against Defendant(s) entered on February 6,
6 2020 with a balance due under said Judgment in the amount of \$3701.89 plus interest
7 and costs. The Plaintiff has reason to believe, and does believe, that the above named
8 Garnishee is indebted to the Defendant in amounts exceeding those exempted from
9 Garnishment by any state or federal law, or that the Garnishee has possession or control
10 of personal property of effects belonging to the Defendant which are not exempted from
11 garnishment by any state or federal law. The Garnishee is the employer of the
12 Judgment Debtor. To the best of the undersigned's knowledge, the Garnishee's address
13 is:

14 35448 11th Ave SW, Federal Way, WA 98023

15 I certify under penalty of perjury, under the law of the State of Washington, that the
16 foregoing is true and correct.

17
18 Dated: May 15, 2020
19 at Eugene, OR

20 Gordon, Aylworth & Tami, P.C.
21 
22

23

24 Matthew R. Aylworth, WSBA #37892
25 Eleanor Tami, WSBA #45038
26 Taylor K. Jennings, WSBA #55320
27 Of Attorneys for Plaintiff
28